

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

IN RE: REALPAGE, INC., RENTAL) Case No. 3:23-md-3071
SOFTWARE ANTITRUST LITIGATION) MDL No. 3071
(NO. II))
) Chief Judge Waverly D.
) Crenshaw, Jr.
)
) JURY DEMAND
)
) This Document Relates to:
) 3:23-cv-00742
) 3:23-cv-00979

**DECLARATION OF SWATHI BOJEDLA IN SUPPORT OF PLAINTIFFS'
OPPOSITION TO DEFENDANT APARTMENT INCOME REIT CORP.'S MOTION TO
DISMISS**

I, Swathi Bojedla, declare as follows:

1. I am a partner at the law firm Hausfeld LLP and Interim Co-Lead Counsel in the above captioned case. I make this declaration in support of Plaintiffs' Opposition to Defendant Apartment Income Reit Corp.'s Motion to Dismiss.
2. In September 2023, I conferred via email with Judith Youngman, counsel for Defendant Apartment Income Reit Corp. ("AIR"), regarding AIR's request for withdrawal of certain allegations relating to AIR in Plaintiffs' Seconded Amended Consolidated Class Action Complaint, Dkt. 530 ("AC").
3. Attached as Exhibit 1 is a true and correct copy of excerpts from an email exchange between me and Ms. Youngman from September 19-20, 2023, with redactions to comply with the parties' non-disclosure agreement.
4. Attached as Exhibit 2 is a true and correct copy of an email exchange between me and Ms. Youngman from September 25-26, 2023.

5. On September 19, 2023, I emailed Ms. Youngman that, if AIR confirmed two specific facts, then Plaintiffs “can agree to withdraw portions of the allegations in paragraph 68 of the Second Amended Consolidated Class Action Complaint that indicate that AIR Communities was contractually required to share confidential, competitively sensitive pricing and lease information with its horizontal competitors in order to allow them to adjust their rental prices.”

Ex. 1, 9/19/2023 Email from S. Bojedla to J. Youngman.

6. On September 20, 2023, Ms. Youngman replied, confirmed the two facts referenced in my September 19, 2023 email, and stated: “With this confirmation, it is our understanding that Plaintiffs agree to withdraw the below-referenced allegations in Paragraph 68 of the Second Amended Consolidated Class Action Complaint, and Plaintiffs agree that we can represent this withdrawal to the Court, including during motion to dismiss briefing.” Ex. 1, 9/20/2023 Email from J. Youngman to S. Bojedla.

7. Accordingly, the only withdrawn allegations from the Second Amended Complaint are the sections from Paragraph 68 highlighted in gray below, relating to AIR’s sharing of its own information with its competitors:

During the Conspiracy Period, Defendant AIR entered a written contract, paid for, and used at least one RealPage RMS—YieldStar—to manage some or all of its more than 25,000 multifamily rental units nationwide, knowing that doing so required it to share confidential, competitively sensitive pricing and lease information with its horizontal competitors in order to allow them to adjust their rental prices, and in turn, to allow AIR to benefit from its horizontal competitors’ sensitive pricing and lease information before it set or adjusted its own rental prices. By agreeing to regularly share confidential, competitively sensitive pricing and lease information with horizontal competitors in order to allow them to adjust prices, AIR agreed to join a cartel with those horizontal competitors. The conspiracy resulted in higher prices for multifamily residential leases across the nation and in each submarket in which AIR operates. AIR would not have paid for RealPage’s RMS pricing services unless: (1) doing so enabled it to set prices above

a competitive level; and (2) it knew its competitors were, likewise, using RealPage RMS to set their rental prices in the submarkets in which it operated.

AC ¶ 68.

8. On September 25, 2023, Ms. Youngman emailed me to notify Plaintiffs that “AIR will be filing a motion to dismiss the Seconded Amended Complaint based on the absence of allegations against AIR that would support plaintiffs’ conspiracy claim.” Ex. 2, 9/25/2023 Email from J. Youngman to S. Bojedla.

9. I replied to Ms. Youngman’s September 25, 2023 email later on the same date, stating: “As I noted previously, [Plaintiffs’] withdrawal of allegations relates only to AIR’s sharing of its own information. Our allegations that AIR contracted with RealPage to receive confidential pricing information from its competitors remains in effect.” Ex. 2, 9/25/2023 Email from S. Bojedla to J. Youngman.

I declare under the penalty of perjury under the laws of the United States that the foregoing is true and correct.

Executed this November 8, 2023, in Washington, D.C.



/s/ 

Swathi Bojedla